

Kenneth G. Given II
56 Mt. Vernon
Irvine, CA 92620

June 17, 2009

Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge – Southern District of New York
One Bowling Green
New York, NY 10004-1408

Dear Robert D. Drain:


I am writing this letter to formally document my objection to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. Obviously, my goal is to convince the court to overturn the termination of the severance pay.

When I was terminated from Delphi on May 1, 2009 for early retirement, I entered into what I was lead to believe was a legal, enforceable contract with Delphi to receive 6 months of severance pay. I expect this contract to be fulfilled by Delphi as I fulfilled my end of the contract. In good faith, I provided Delphi with an item of value (the signed waiver) in exchange for severance payments that were to end October 31, 2009. These severance payments are by contract that was entered in during bankruptcy and are a contract liability, not a Delphi provided benefit. I have a valid binding contract and expect it to be honored.

Finally, this early termination/retirement was unexpected. My family and I were planning to use these severance payments to help get us through the next several months while I try to start a new sales carrier that is commission based only. In addition, because I am an early retiree just beginning to collect a small lifetime pension, Delphi has also stopped contributing to our medical expenses. This additional medical cost on top of the fact that Delphi is planning to hand over our pension to the PBGC, is making our future look very bleak.

Sincerely,

Kenneth G. Given II
Delphi Retiree



6/17/2009